

RELEASE AND BILL OF SALE
JAN 30 1975 -11 20 AM

No. 6 of 10

INTERSTATE COMMERCE COMMISSION

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT dated as of February 15, 1966, between JACKSON VIBRATORS, INC., an Illinois corporation (hereinafter called "Builder") and CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation (hereinafter called "Railway"), Builder agreed to sell and Railway agreed to buy four (4) 1966 Utility Switch Tampers, Railway Nos. 17-1730 to 17-1733, both inclusive (hereinafter referred to as "Equipment"); and

WHEREAS, under the terms of AGREEMENT AND ASSIGNMENT dated as of February 15, 1966, between Builder and CONTINENTAL ILLINOIS NATIONAL BANK & TRUST CO. OF CHICAGO, (hereinafter referred to as "Assignee"), Builder assigned and transferred all right, title and interest under the aforesaid Conditional Sale Agreement and all right, title and interest to said Equipment to Assignee; and

WHEREAS, effective June 1, 1972, Railway assigned all of its interest in said Conditional Sale Agreement and the Equipment to CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter included in the term "Railway"); and

WHEREAS, Assignee has received from Railway full payment of all indebtedness in respect to the purchase price of the Equipment due under said Conditional Sale Agreement and Agreement and Assignment and the conditions and obligations of Railway with respect to the Equipment have been satisfied in full;

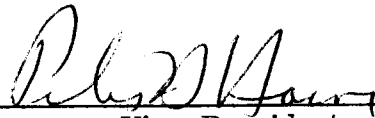
NOW, THEREFORE, Assignee, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Railway, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY the Equipment, TO HAVE AND TO HOLD the Equipment unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security interests created by or arising under the aforementioned Conditional Sale Agreement and Agreement and Assignment.

Assignee does hereby covenant that it has not done anything whereby the Equipment hereby conveyed is or may be in any manner encumbered or charged; that the Equipment is free and clear of all liens and encumbrances of every kind and nature whatsoever created by Assignee or arising out of any act, obligation or liability on its part. The Assignee hereby authorizes removal from the Equipment of any and all ownership plates and other markings of Assignee.

IN WITNESS WHEREOF, CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, acting in accordance with the terms and conditions of the aforementioned Conditional Sale Agreement and Assignment and Assignment has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Commercial Banking Officer, this 17th day of January, A. D. 1975.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By


Vice President

ATTEST:


Commercial Banking Officer

STATE OF ILLINOIS

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COUNTY OF COOK

I, Edwin Hudson, a Notary Public duly
commissioned and qualified in and for the County and State aforesaid and
residing therein DO HEREBY CERTIFY that PETER D. HORNE
and STEPHEN R. KESSLER, to me personally known and
known to me to be, respectively, a Vice President
and a Commercial Banking Officer of Continental Illinois
National Bank and Trust Company of Chicago and the identical persons whose
names are subscribed to the foregoing instrument appeared before me this day
in person, and being first duly sworn by me, severally acknowledged to me that
they are, respectively, a Vice President and a
Commercial Banking Officer of said corporation; that as
such officers they signed, sealed and delivered said instrument in behalf of
said corporation by authority and order of its Board of Directors as the free and
voluntary act and deed of said corporation, and as their own free and voluntary
act; that they know the seal of said corporation; that the seal affixed to said
instrument is the seal of said corporation; and that said corporation executed
said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal as such Notary Public, at Chicago, Illinois, this 17th day of
January, A.D. 1975.

Edwin Hudson
Notary Public

MY COMMISSION EXPIRES
SEPTEMBER 22, 1978